

## Exhibit 6a

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

DECKERS OUTDOOR CORPORATION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 11-cv-10
	)	<b>Honorable Judge Darrah</b>
DOES 1-55 d/b/a the aliases identified on	)	
Schedule "A" and DOES 56-500,	)	
	)	
Defendants.	)	
	)	
	)	

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**ORDER**

THIS CAUSE being before the Court on Plaintiff's Ex Parte Application for entry of a Temporary Restraining Order and Preliminary Injunction, Domain Name Transfer Order, Asset Restraining Order, Expedited Discovery Order and Order to allow Service by Electronic Mail and (the "Ex Parte Application") and the Court having heard the evidence before it, this Court hereby GRANTS Plaintiff's Ex Parte Application in its entirety and orders as follows:

1. Defendants, their officers, agents, servants and employees and any persons in active concert or participation are hereby temporarily, preliminarily and permanently enjoined from:
  - a. using Deckers' UGG Trademark or any reproduction, counterfeit, copy or colorable imitation of Deckers' UGG Trademark in connection with the distribution, advertising, offer for sale and/or sale of merchandise not the genuine products of Deckers, or in any manner likely to cause others to believe that Defendants' products

- are connected with Deckers or Deckers' genuine UGG products bearing Deckers' UGG Trademark;
- b. passing off, inducing or enabling others to sell or pass off any boots, sandals, or other items which are not Deckers' genuine merchandise as Deckers' genuine merchandise;
  - c. committing any other acts calculated to cause purchasers and/or the general public to believe that Defendants' products are Deckers' genuine merchandise unless they are such;
  - d. shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner sheepskin boots or other items falsely bearing Deckers' UGG Trademark, or any reproduction, counterfeit, copy or colorable imitation of same;
  - e. utilizing the Defendant Domain Names and registering any additional domain names that use or incorporate any of Deckers' UGG Trademark; and
  - f. restricting the transfer of Defendants' assets pursuant to the provisions of this Order hereinafter set forth;
2. The top-level domain registry for the Defendant Domain Names, within two (2) business days of receipt of the Temporary Restraining Order, shall transfer the Defendant Domain Names to a registrar of Deckers' selection to hold and disable the Defendant Domain Names until further order from this Court;
  3. That discovery herein may begin immediately by Deckers by providing actual notice, pursuant to subpoena, e-mail or otherwise, of this Order to any of the following:
    - a. Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them;

- b. any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), which receive payments or hold assets on Defendants' behalf; or
- c. any third party service providers, including without limitation the online B2B selling platforms Internet service providers, backend service providers, web designers, sponsored search engine or ad-word providers, shippers, domain name registrars and domain name registries who have provided services for Defendants;.


4. That any that any third party providing services in connection with any Defendants, Defendants websites at the Defendant Domain names or other website operated by Defendants including without limitation, Internet Service Providers ("ISP") , back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers including PayPal, third party processors and other payment processing services, shippers, domain name registrars and domain name registries (collectively "Third Party Providers") shall within two (2) business days after receipt of such notice, provide to Deckers copies of all documents and records in such person or entity's possession or control relating to:

- a. The identities and addresses of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them and the locations and identities of Defendants' operations, including without limitation, identifying information associated with Defendants' Websites, Defendant Domain Names and financial accounts;

- b. Defendants' websites;
  - c. The Defendant Domain Names or any domain name registered by Defendants; and
  - d. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, Western Union, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA);
5. That Deckers may complete service of process on Defendants by electronic mail at the e-mail addresses identified in Schedule A to Deckers' Complaint filed in this matter; such service shall be made immediately upon Deckers' receiving notice that the Third Party Providers have fully complied with the requirements of this Order.
6. That in accordance with 15 U.S.C. § 1116(a) and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, Defendants and their officers, servants, employees and agents and any persons in active concert or participation with them, and any banks, savings and loan associations, payment processors or other financial institutions, including without limitation PayPal, or other merchant account providers, payment providers, or third party processors for any Defendant, any of Defendants' operations, Defendants' websites or for any other website owned or controlled by Defendants, who receive actual notice of this Order, shall immediately locate all accounts connected to Defendants or Defendants' Websites and that such accounts be temporarily restrained and enjoined from transferring or disposing of any money or other of

Defendants' assets, without prior approval of the Court, except as to a Defendant that files with the Court and serves upon Deckers' counsel within two (2) business days' of written notice to the Court and Deckers' counsel, may, upon proper showing that particular assets are not proceeds of Defendants' counterfeiting activities, appear and move for the dissolution or modification of the provisions of this Order concerning the restriction upon transfer of Defendants' assets accordingly;

7. That this action shall remain sealed by the Court until the date for hearing on the Order to Show Cause set forth above, at which time the Clerk shall remove the seal;
8. That Deckers sign and file with the Court a personal guarantee in the amount of five hundred thousand dollars \$500,000 as security, determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.
9. This Temporary Restraining Order without notice is entered at 11 a.m. on February 3, 2011 and the matter is continued until February 15, 2011

  
JOHN W. DARRAH  
United States District Court Judge

2/3/11

DECKERS OUTDOOR CORPORATION,  
  
Plaintiff,  
  
v.  
  
DOES 1-55 d/b/a the aliases identified on  
Schedule "A" and DOES 56-500,  
  
Defendants.

THIS CAUSE being before the Court on Plaintiff's Motion for entry of a Preliminary Injunction, and the Court having heard the evidence before it, this Court hereby GRANTS Plaintiff's Motion in its entirety and orders as follows:

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- b. passing off, inducing or enabling others to sell or pass off any boots, sandals, or other items which are not Deckers' genuine merchandise as Deckers' genuine merchandise;
  - c. committing any other acts calculated to cause purchasers and/or the general public to believe that Defendants' products are Deckers' genuine merchandise unless they are such;
  - d. shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner sheepskin boots or other items falsely bearing Deckers' UGG Trademark, or any reproduction, counterfeit, copy or colorable imitation of same;
  - e. utilizing the Defendant Domain Names as identified in the Complaint as Schedule "A" and registering any additional domain names that use or incorporate any of Deckers' UGG Trademark; and
  - f. restricting the transfer of Defendants' assets pursuant to the provisions of this Order hereinafter set forth;
2. The top-level domain registry for the Defendant Domain Names, within ten (10) business days of receipt of the Preliminary Injunction, shall transfer the Defendant Domain Names to a registrar of Deckers' selection to hold and disable the Defendant Domain Names until further order from this Court; any of the Defendant Domain Names already transferred to Deckers control will remain in Deckers' control until further order from this Court;
3. That discovery herein may continue by Deckers providing actual notice, pursuant to subpoena, e-mail or otherwise, of this Order to any of the following:
- a. Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them;



- b. any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), which receive payments or hold assets on Defendants' behalf; or
- c. any third party service providers, including without limitation the online B2B selling platforms Internet service providers, backend service providers, web designers, sponsored search engine or ad-word providers, shippers, domain name registrars and domain name registries who have provided services for Defendants;.

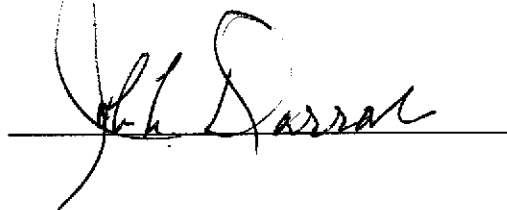
4. That any third party providing services in connection with any Defendants, Defendants' websites at the Defendant Domain names or other website operated by Defendants including without limitation, Internet Service Providers ("ISP"), back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers including PayPal, third party processors and other payment processing services, shippers, domain name registrars and domain name registries (collectively "Third Party Providers") shall within ten (10) business days after receipt of such notice, provide to Deckers copies of all documents and records in such person or entity's possession or control relating to:

- a. The identities and addresses of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them and the locations and identities of Defendants' operations, including without limitation, identifying information associated with Defendants' Websites, Defendant Domain Names and financial accounts;

- b. Defendants' websites;
  - c. The Defendant Domain Names or any domain name registered by Defendants; and
  - d. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, Western Union, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA);
5. That in accordance with 15 U.S.C. § 1116(a) and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, Defendants and their officers, servants, employees and agents and any persons in active concert or participation with them, and any banks, savings and loan associations, payment processors or other financial institutions, including without limitation PayPal, or other merchant account providers, payment providers, or third party processors for any Defendant, any of Defendants' operations, Defendants' websites or for any other website owned or controlled by Defendants, who receive actual notice of this Order, shall immediately locate all accounts connected to Defendants or Defendants' Websites and that such accounts be restrained and enjoined from transferring or disposing of any money or other of Defendants' assets, without prior approval of the Court, except as to a Defendant that files with the Court and serves upon Deckers' counsel within ten (10) business days' of written notice to the Court and Deckers' counsel, may, upon proper showing that particular assets are not proceeds of Defendants' counterfeiting activities, appear and move for the dissolution or

modification of the provisions of this Order concerning the restriction upon transfer of Defendants' assets accordingly.

SIGNED at Chicago, Illinois this 8<sup>th</sup> day of March, 2011.

A handwritten signature in dark ink, appearing to read "J. L. Sarrac", is written over a horizontal line.



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DECKERS OUTDOOR  
CORPORATION,

Plaintiff,

v.

DOES 1-55 d/b/a the aliases identified on  
Schedule A and DOES 56-500,

Defendants.

Case No. 11 C 10

Judge John W. Darrah

**MEMORANDUM OPINION AND ORDER**

Before the Court is Deckers Outdoor Corporation's ("Deckers") Motion for Entry of Default and Entry of Default Judgment pursuant to Fed. R. Civ. P. 55(b)(2) against Defendants, Does 1-55 d/b/a the aliases identified on Schedule A to Deckers' Amended Complaint (collectively, "the Defendants") based on Deckers' action for trademark infringement and counterfeiting.

Deckers is known as a source of high quality footwear products, including the UGG® (the "UGG Trademark") brand of premium sheepskin footwear.

Deckers filed this action on January 3, 2011, alleging federal trademark infringement and counterfeiting (Count I), false designation of origin (Count II), cyberpiracy (Count III) and violation of the Illinois Uniform Trade Practices Act (Count IV), and seeks statutory damages and injunctive relief. (Dkt. No. 5.) On the same day, Deckers filed an *ex parte* application for entry of a temporary restraining order and preliminary injunction. (Dkt. No. 49.) The Court granted Deckers' motion for a temporary restraining order on February 3, 2011 (*see* Dkt. No. 26), and converted the

temporary restraining order to a preliminary injunction on March 8, 2011 (*see* Dkt. No. 37).

On May 24, 2011, the Court denied Deckers' Motion for Entry of Default Judgment on the basis that Deckers had not established that the Court has personal jurisdiction over Does 1-55, consistent with the requirements recently set forth by the Seventh Circuit in *be2 LLC v. Ivanov*, 642 F.3d 555 (7th Cir. 2011). (*See* Dkt. No. 50.)

Deckers filed an Amended Complaint on August 17, 2011. (Dkt. No. 56.) Deckers included newly discovered domain names linked to websites operated by Defendants and added new allegations relating to Defendants' illegal activities that were directed toward Illinois. (*See id.*) The Amended Complaint was served electronically on all Defendants on August 17, 2011. (*Id.*) None of the Defendants has entered an appearance or otherwise defended this action since being notified of this Action in February 2011. The time for responding to the Amended Complaint expired on August 31, 2011, pursuant to Fed. R. Civ. P. 15(a)(3).

In its Motion for Default Judgment pursuant to Rule 55(b)(2), Deckers seeks the entry of an Order, finding that each of the Defendants are liable on all counts of Deckers' Amended Complaint. Deckers further seeks an award of statutory damages pursuant to 15 U.S.C. § 1117(c)(2) for willful trademark counterfeiting against each of the 49 Defendants<sup>1</sup> in the amount of up to \$2,000,000 per Defendant for use of a counterfeit UGG Trademark on products sold through each of the 271 Defendant Domain Names. Deckers also seeks an award of statutory damages pursuant to 15 U.S.C. §1117(d) of up

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<sup>1</sup> Each unique registrant e-mail address is counted as a separate Defendant. The Defendant Domain Names identified are registered using 49 unique email addresses.

to \$100,000 for each of the 140 Defendant Domain Names that incorporate Deckers' UGG Trademark. Deckers further seeks entry of a permanent injunction, prohibiting Defendants from selling products containing counterfeit UGG Trademarks, an order that domain names used by Defendants to sell products containing counterfeit UGG trademarks be permanently transferred to Deckers, and that all assets in Defendants' financial accounts operated by PayPal, Inc. ("PayPal") be transferred to Deckers, including the approximately \$130,617 identified by Deckers.

## ANALYSIS

### *Entry of Default and Default Judgment*

Deckers has met its burden of making a *prima facie* case for personal jurisdiction over Defendants. *See uBID, Inc. v. GoDaddy Group Inc.*, 623 F.3d 421, 423 (7th Cir. 2010); *e360 Insight v. The Spamhaus Project*, 500 F.3d 594, 599 (7th Cir. 2007). Because Defendants have chosen not to appear or produce any evidence regarding their illegal activities in Illinois, the allegations in the Amended Complaint, which must be accepted as true, establish a *prima facie* case for personal jurisdiction against each Defendant. (See Am. Compl. ¶¶ 2, 4, 8, 9 and 11-17.) *See Purdue Research Found. v. Sanofi-Sythelabo, S.A.*, 338 F.3d 773, 782 (7th Cir. 2003) ("When determining whether a plaintiff has met his burden, jurisdictional allegations pleaded in the complaint are accepted as true unless proved otherwise by defendants' affidavits or exhibits.").

Deckers has pled that each of the Defendants has targeted and solicited sales from Illinois residents by operating English language websites that offer shipping to Illinois, has accepted payment in U.S. dollars, and has sold counterfeit UGG products to residents of Illinois. *See The Gen. Council of the Assemblies of God v. The Ranger Supply Store*,

*Inc. et al.*, No. 10 C 07050 (N.D. Ill. June 29, 2011) (entering default judgment against defendants who sold counterfeit products to Illinois residents through an Internet website) (*General Council*).

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, “when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party’s default.” Fed. R. Civ. P 55(a). “Although Rule 55(a) . . . refers to entry of default by the clerk, it is well-established that a default also may be entered by the court.”

*Breuer Elec. Mfg. Co. v. Toronado Sys. of Am., Inc.*, 687 F.2d 182, 185 (7th Cir. 1982).

When motion is made to the court for entry of a default, the decision to enter default lies within the district court’s discretion. *O’Brien v. R.J. O’Brien & Assocs., Inc.*, 998 F.2d 1394, 1398 (7th Cir. 1993).

The Defendants were properly served on August 17, 2011. (See Dkt. No. 60, Gaudio Decl. at ¶ 15, Ex. 14). Despite having been served with process, the Defendants have ignored these proceedings and failed to plead or otherwise defend this action. (*Id.* at ¶ 16). Therefore, Deckers has met the requirements for entry of default against the Defendants pursuant to Rule 55(a).

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that Defendants are liable to Plaintiff on each cause of action alleged in the complaint.

*United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989). When the Court determines that a defendant is in default, the factual allegations of the Complaint – except those relating to damages – are taken as true and may not be challenged and the

defendants are liable as a matter of law as to each cause of action alleged in the complaint. Fed. R. Civ. P. 8(b)(6); *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994).

Deckers has therefore shown the following:

1. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338, and 1367.
2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391. Deckers' investigation has shown that Defendants have set up fully interactive commercial Internet websites, operating under the 271 domain names, which are identified in Schedule A attached to Deckers' Amended Complaint and Schedule B attached to Deckers' Memorandum in Support of its Motion for Default Judgment, Docket Number 64 (collectively, the "Defendant Domain Names"). (Am. Compl. ¶ 2.) Through these Domain Names, Defendants have targeted and solicited sales from Illinois residents by operating English language websites that offer shipping to Illinois, have accepted payment in U.S. dollars and, on Deckers' information and belief, have sold counterfeit UGG products to residents of Illinois. (*Id.*) Each of the Defendants is committing tortuous acts in Illinois, is engaging in interstate commerce and has wrongfully caused Deckers substantial injury in the State of Illinois. (*Id.*)
3. Deckers is famous throughout the United States and elsewhere as a source of high quality footwear products, including the UGG® brand of premium sheepskin footwear. (*Id.* ¶ 4.) Deckers' UGG products are distributed and sold to consumers through retailers throughout the United States, including through over 100 authorized retailers in Illinois, the uggaustralia.com website, and UGG



Concept Stores, including a Concept Store located at 909 North Rush Street in Chicago, Illinois. (*Id.*)

4. Since acquiring the UGG Trademark and the goodwill of the business in 1995, Deckers has continuously sold footwear and clothing under the UGG Trademark. (*Id.* ¶ 5.) Deckers has built substantial goodwill in the UGG Trademark and the UGG Trademark, is famous and a valuable asset of Deckers. (*Id.*)
5. Deckers holds registrations for the UGG Trademark (and stylized variations) in more than 100 countries around the world, including U.S. Trademark Registration No. 3,050,925. (*Id.* ¶ 6.) The UGG Trademark has been used continuously since as early as 1979 by Deckers and its predecessors in interest. (*Id.*) The registration is valid and subsisting. (*Id.*)
6. The UGG Trademark is distinctive when applied to high quality apparel, footwear and related merchandise, signifying to the purchaser that the products come from Deckers and are manufactured to the highest quality standards. (*Id.* ¶ 7.) Whether Deckers manufactures the products itself or licenses others to do it, Deckers has insured that products bearing its trademarks are manufactured to the highest quality standards. (*Id.*) Deckers' products branded under the UGG Trademark have been widely accepted by the public and are enormously popular, as demonstrated by hundreds of millions of dollars in sales each year. (*Id.*) The UGG Trademark is a famous mark. (*Id.*)
7. Defendants are unknown individuals and business entities who, upon the information and belief of Deckers, reside in the People's Republic of China or other foreign jurisdictions with lax trademark enforcement legal systems.

(*Id.* ¶ 8.) Defendants conduct business throughout the United States, including within the State of Illinois and this Judicial District, through the operation of the fully interactive commercial websites operating under the Defendant Domain Names. (*Id.*)

8. Defendants are directly and personally contributing to, inducing, and engaging in the sale of counterfeit products bearing UGG Trademarks. (*Id.* ¶ 9.) The counterfeit products for sale on the Defendant Domain Names bear similar irregularities and indicia of being counterfeit to one another, indicating that the counterfeit products were manufactured by and come from a common source and that Defendants are interrelated. (*Id.*) In addition, the websites linked to Defendant Domain Names include multiple similarities, such as the same page layout, text, and copyright protected images copied from Deckers' uggaustralia.com website. (*Id.*)
9. Defendants are liable on all counts of Deckers' Amended Complaint, specifically for trademark infringement (*see* Dkt. No. 56 at ¶¶ 18-24); false designation of origin (*id.* at ¶¶ 25-29); cybersquatting (*id.* at ¶¶ 30-35); and violation of the Illinois Deceptive Trades Practices Act (*id.* ¶¶ 36-29).

#### *Statutory Damages*

As set forth above, Defendants are liable for violations of the Lanham Act. Consequently, Deckers first moves for statutory damages pursuant 15 U.S.C. § 1117(c)(2), for willful trademark counterfeiting against each of the 49 Defendants in the amount of up to \$2,000,000 per Defendant for use of a counterfeit UGG Trademark, pursuant to 15 U.S.C. § 1117(d).

The Lanham Act allows a plaintiff to elect, at any time before final judgment is rendered, one of two alternative recovery options for trademark infringement: (1) the actual damages caused by the infringement, 15 U.S.C. § 1117(a); or (2) statutory damages, 15 U.S.C. § 1117(c). Courts commonly find statutory damages appropriate in default judgment cases because the information needed to prove actual damages is within the infringers' control and is not disclosed. *See Microsoft Corp. v. McGee*, 490 F. Supp. 2d 874 (S.D. Ohio 2007); *Chanel, Inc. v. French*, No. 05-61838, 2006 WL 3826780, \*2 (S.D. Fla. Dec. 27, 2006); *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1220 (S.D. Fla. 2004); *Tiffany Inc. v. Luban*, 282 F. Supp. 2d 123, 123 (S.D.N.Y. 2003); *Philip Morris USA, Inc. v. Castworld Prods., Inc.*, 219 F.R.D. 494 (C.D. Cal. 2003); *Sara Lee Corp. v. Bags of New York*, 36 F. Supp. 2d 161, 165 (S.D.N.Y. 1999).

Section 1117(c)(1) allows statutory damages of “not less than \$1,000 and no more than \$200,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(1). “If the court finds that the use of the counterfeit mark was willful,” Section 1117(c)(2) allows a statutory damages award of up to \$2,000,000 per counterfeit mark. 15 U.S.C. § 1117(c)(2).

“Willful infringement may be attributed to the defendant’s actions where he had knowledge that his conduct constituted infringement or where he showed a reckless disregard for the owner’s rights.” *Lorillard Tobacco Co. v. S&M Cent. Service Corp.*, No. 03 C 4986, 2004 WL 2534378, \*7 (N.D. Ill. Nov. 8, 2004) (*Lorillard Tobacco Co.*). As such, knowledge need not be proven directly but can be inferred from a defendant’s conduct. *Id.* Willful infringement may be shown by the fact that the “defendant ignored

the plaintiff's notices[,] did not seek advice of an attorney, and passed the matter off as a nuisance." *Id.*

Deckers has sufficiently demonstrated that Defendants' use of the UGG Trademark was willful. (*See* Am. Compl. ¶¶ 9, 12.) Under circumstance similar to those presented here, in *General Council*, the district court deemed defendants' use of plaintiff's trademark willful where the defendants were in default. (*See* 6/29/11 Order, Dkt. No. 47, *General Council*, No. 10-cv-7050.) *See also Tiffany (NJ) Inc. v. Luban*, 282 F. Supp. 2d 123, 124 (S.D.N.Y. 2003).

While § 1117(c) sets out a dollar range for possible statutory damage awards, the statute does not provide guidance on how to select a damage figure within that range. Courts assessing statutory damages under § 1117(c) have looked to case law applying the statutory damage provision of the Copyright Act, 17 U.S.C. § 504(c), for guidance. *See Lorillard Tobacco Co.*, 2004 WL 2534378 at \*4. Addressing 17 U.S.C. § 504(c) in *Chi Boy Music v. Charlie Club.*, 930 F.2d 1229 (7th Cir. 1991) (*Chi-Boy Music*), the Seventh Circuit held that a court awarding statutory damages is "not required to follow any rigid formula but instead enjoys wide discretion."

An award of statutory damages serves dual interests in that it is remedial in nature but also intended to protect an important public interest. *Sands, Taylor & Wood v. The Quaker Oats Co.*, 34 F.3d 1340, 1348 (7th Cir. 1994). As such, the remedy imposed under statute must provide sufficient deterrent effect to ensure that the guilty party will not engage in further infringing conduct. *Id.* Statutory damages are appropriate to "penalize the infringer and deter future violations" when the infringement is willful. *Lorillard Tobacco Co.*, 2004 WL 2534378 at \*4 (quoting *Chi Boy Music*, 930 at 1230).

Deckers requests an award up to the maximum statutory damages award authorized by 15 U.S.C. § 1117(c)(2) for willful trademark counterfeiting against each of the 49 Defendants in the amount of \$2,000,000 per Defendant, which totals \$98,000,000. Elsewhere in its Motion, Deckers notes that this case is “virtually identical to the facts” in *General Council* (Mem. at 11), which involved a non-Illinois trademark owner suing non-Illinois based Defendants for selling counterfeit products to Illinois residents over an Internet website.

In *General Council*, the district court entered an order for default judgment on the plaintiff’s claims, among them trademark infringement and copyright infringement. In its motion for default judgment, plaintiff requested \$2,000,000 per counterfeit mark. Holding that defendants’ use of the trademark was willful, the court awarded \$750,000 per infringing use of counterfeit marks. Based on the similarities between the cases, such a statutory award is reasonable and will be applied here. Plaintiff is awarded \$750,000 against each of the 49 Defendants for use of a counterfeit UGG Trademark, for a total of \$36,750,000.

Second, Deckers moves for statutory damages pursuant to 15 U.S.C. § 1117(d) on the grounds that Defendants violated Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d). 15 U.S.C. § 1117(d) provides that:

In a case involving a violation of section 1125(d)(1) of this title, the plaintiff may elect, at any time before final judgment is rendered by the trial court, to recover, instead of actual damages and profits, an award of statutory damages in the amount of not less than \$1,000 and not more than \$100,000 per domain name, as the court considers just.

Deckers requests statutory damages of up to \$100,000 for each of the 140 Defendant Domain Names that incorporate Deckers’ UGG Trademark.

An award of \$50,000 per domain name, for each of the 140 Defendant Domain Names that incorporate Deckers' UGG Trademark, for a total of \$7,000,000, is reasonable and consistent with *General Council*, which, as discussed above, involved similar circumstances. (See 6/29/11 Order, Dkt. No. 47, *General Council*, No. 10-cv-7050 (awarding \$50,000 per domain name under 15 U.S.C. § 1117(d) where plaintiff requested \$100,000 per domain name).)

### CONCLUSION

It is hereby ordered that Deckers' Motion for Entry of Default and Motion for Entry of a Default Judgment is granted in its entirety and that Defendants, d/b/a the aliases identified on Schedule A to Deckers' Amended Complaint are deemed in default; and this Final Judgment is entered against Defendants.

It is further ordered:

1. Defendants, their officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily, preliminarily and permanently enjoined and restrained from:
  - a. using Deckers' UGG Trademark or any reproductions, counterfeit copy or colorable imitation thereof in any manner in connection with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Deckers' UGG branded product or not authorized by Deckers to be sold in connection with Deckers' UGG Trademark;

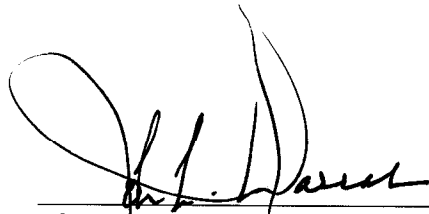
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine UGG branded product or any other product produced by Deckers, that are not Deckers' or not produced under the authorization, control or supervision of Deckers and approved by Deckers for sale under Deckers' UGG Trademark;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Deckers, or sponsored or approved by, or connected with Deckers;
- d. further infringing Deckers' UGG Trademark and damaging Deckers' goodwill;
- e. otherwise competing unfairly with Deckers in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Deckers, nor authorized by Deckers to be sold or offered for sale, and which bear any Deckers' UGG Trademark or any reproductions, counterfeit copy or colorable imitation thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Domain Names or any other domain name that is being used to sell counterfeit UGG products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Deckers' UGG branded product or not authorized by Deckers to be sold in connection with Deckers' UGG Trademark.
- 2. The registrars and registries for the Defendant Domain Names, namely VeriSign, Inc., Neustar, Inc. and the Public Interest Registry are required to:
  - a. prevent the Defendant Domain Names from linking to corresponding counterfeit websites; and
  - b. at Deckers' election, transfer to Deckers' control or cancel the Defendant Domain Names and any other domain names owned by Defendants, including any domain names registered using the registrant email addresses listed below, that have been identified as being used to engage in their counterfeiting of the UGG Trademark.
- 3. Those in privity with Defendants and those with notice of the injunction, including any Internet search engines, web hosts, domain-name registrars and domain name registries that are provided with notice of the injunction, cease facilitating access to any and all websites through which Defendants engage in the sale of counterfeit and infringing goods using the UGG Trademark;



4. That pursuant to 15 U.S.C. § 1117(c)(2), Deckers is awarded statutory damages from each of the 49 Defendants in the amount of seven-hundred-fifty-thousand dollars (\$750,000) for use of a counterfeit UGG Trademark on products sold through at least the Defendant Domain Names, for a total award in the amount of thirty-six million seven-hundred-fifty thousand dollars ( \$36,750,000).
5. That pursuant to 15 U.S.C. § 1117(d), Deckers is awarded statutory damages for each the 140 Defendant Domain Names that incorporate the UGG Trademark in the amount of fifty thousand dollars (\$50,000), for a total award in the amount of seven million dollars (\$7,000,000).
6. That pursuant to 15 U.S.C. § 1117(a), Deckers is awarded reasonable attorney's fees.
7. That all monies currently restrained in Defendants' financial accounts, including monies held by PayPal, are hereby released to Deckers as partial payment of the above-identified damages; and PayPal is ordered to release to Deckers said amounts from Defendants' PayPal accounts within ten (10) business days of receipt of this Order.

Date: 10.14.11

  
\_\_\_\_\_  
JOHN W. DARRAH  
United States District Court Judge

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>DECKERS OUTDOOR CORP.,</b>	)	
	)	
Plaintiff,	)	Case No. 11 C 7970
	)	
v.	)	Judge Ronald A. Guzman
	)	
<b>LIYANGHUA, et al.,</b>	)	Magistrate Judge
	)	Martin C. Ashman
Defendants.	)	

**REPORT AND RECOMMENDATION**

Plaintiff Deckers Outdoor Corp. ("Deckers") filed this action against Defendant Liyanghua and approximately 100 other named defendants, as well as Does 102-500 (collectively "Defendants"), as listed on Schedule A of the First Amended Complaint. Deckers alleges that the Defendants are individuals and business entities residing in the People's Republic of China or other foreign jurisdictions that have targeted Illinois residents for the sale of counterfeited products that purport to be Deckers' UGG brand of premium sheepskin footwear.

Deckers alleges that Defendants' actions constitute a trademark infringement and a false designation of origin, 15 U.S.C. §§ 1114 & 1125(a), violate the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d), and contravene the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510 *et seq.* On November 15, 2011, District Judge Ronald Guzman entered a sealed temporary restraining order ("TRO") and required Deckers to post a \$150,000 bond as security. Judge Guzman also referred Deckers' request for a preliminary injunction to this Court for a Report and Recommendation. The Court subsequently extended the TRO to December 15 and held a hearing on the request for preliminary injunction on December 13,

2011. For the reasons stated below, the Court issues this Report and Recommendation to the District Judge recommending that Deckers' motion for preliminary injunction (Dckt. #28) be granted in part and denied in part.

## **I. Discussion**

In order to demonstrate that a preliminary injunction is warranted, the party seeking the injunction must show that: (1) it has a reasonable likelihood of success on the merits of its claim; (2) no adequate remedy at law exists; (3) it will suffer irreparable harm if the injunction is not granted; (4) such harm is greater than the harm that the opposing party will suffer if the injunction is not issued; and, (5) the injunction does not adversely affect the public interest. *Kiel v. City of Kenosha*, 236 F.3d 814, 815-16 (7th Cir. 2000). Courts should be mindful that the purpose of an injunction is "to minimize the hardship to the parties pending the ultimate resolution of the lawsuit." *Platinum Home Mortg. Corp. v. Platinum Financial Group, Inc.*, 149 F.3d 722, 726 (7th Cir. 1998) (quoting *Faheem-El v. Klincar*, 841 F.2d 712, 717 (7th Cir. 1988)). In order to obtain an injunction, a party need only demonstrate that it has a "better than negligible chance of succeeding" in proving the merits of its cause of action. *Boucher v. School Bd. of School Dist. of Greenfield*, 134 F.3d 821, 824 (7th Cir. 1998) (citations omitted); *Cooper v. Salazar*, 196 F.3d 809, 813 (7th Cir. 1999).

Under the Lanham Act, a party is liable for trademark infringement and counterfeiting if "without the consent of the registrant, [it] uses in commerce, any reproduction, copy, or colorable imitations of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods . . . which such use is likely to cause confusion, or to

cause mistake or to deceive." 15 U.S.C. § 1114(1). A *prima facie* case of infringement is shown when a party's (1) mark is distinctive and worth protecting, (2) the opposing party was not authorized to use it, and (3) unauthorized use of the trademark is likely to cause confusion as to the origin or sponsorship of the products in question. *Bliss Salon Day Spa v. Bill World LLC*, 268 F.3d 494, 496-97 (7th Cir. 2001); *Neopost Industrie B.V. v. PFE Int'l, Inc.*, 403 F. Supp.2d 669, 684 (N.D. Ill. 2005).

Based on the briefs and extensive exhibits submitted, the Court finds that Deckers meets the standard for a preliminary injunction. The first two elements of a *prima facie* infringement case are clearly shown: Deckers' UGG trademark is registered as U.S. Trademark Registration No. 3,050,925, and the company has never licensed it to any of the Defendants for use. Declaration of Leah Evert-Burks at ¶ 3; Declaration of Justin Gaudio at ¶ 9. The third factor requires a more complex analysis involving seven factors: (1) the similarity between the marks in appearance and suggestion; (2) the similarity of the products; (3) the area and manner of concurrent use; (4) the degree of care likely to be exercised by consumers; (5) the strength of the complaint's mark; (6) actual confusion;<sup>1</sup> and, (7) the infringing party's intent to palm off a product as that of another. *Eli Lilly & Co. v. Natural Answers, Inc.*, 233 F.3d 456, 461 (7th Cir. 2000) (citation omitted). No one factor is determinative, but special consideration should be given to the potential for confusion and the defendant's intent. *G. Heileman Brewing Co., Inc. v. Anheuser-Busch, Inc.*, 873 F.2d 985, 999 (7th Cir. 1989). Confusion is also the central issue

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<sup>1</sup> Although *Lilly* refers to evidence of actual confusion, *Eli Lilly*, 233 F.3d at 462, courts frequently analyze this factor in terms of the likelihood for confusion. See, e.g., *Facebook, Inc. v. Teachbook.com LLC*, — F. Supp.2d —, No. 11 C 3052, 2011 WL 4449686, at \*7 (N.D. Ill. Sept. 26, 2011); *Lorillard Tobacco Co. v. Amoco & Food Shop 5, Inc.*, 360 F. Supp.2d 882, 886 (N.D. Ill. 2005).

governing Deckers' claim of false designation of origin. *See Web Printing Controls Co., Inc. v. Oxy-Dry Corp.*, 906 F.2d 1202, 1204 (7th Cir. 1990).<sup>2</sup>

Deckers is very likely to satisfy these elements for a *prima facie* case of trademark infringement. Deckers has submitted an exceptionally large number of documents that show images of allegedly infringing products sold on various websites operated by the Defendants. Many of the domain names involved clearly attempt to confuse consumers by including the UGG name as part of the website itself, *e.g.* onsaleuggs.us, uggsformen.us, and uggskids.us. Scores of other examples could be cited. The images presented on many of the offending websites also show boots virtually identical to Deckers' own UGG footwear, and they very frequently contain "UGG" as part of the advertised name printed under the images of individual boots. *See, e.g.*, Gaudio Declaration, Ex. 1, Part 1, at [www.bellvueiiboots.com](http://www.bellvueiiboots.com) (listing "UGG Boots Classic Short Chocolate" and "UGG Boots Ultra Short Sand"). Again, Deckers' exhibits show many similar product examples, most of which are priced at only slightly less than genuine UGG products.

These images that are advertised as being UGG footwear, and that bear a striking similarity to authentic UGG boots, can reasonably be seen as intended to induce consumers to buy counterfeit boots in the belief that genuine UGG products are being offered. Although Deckers has not presented examples of actual confusion by consumers, it is not required to do so at this stage; it need only demonstrate it will likely be able to do so at trial. As Deckers has

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<sup>2</sup> To establish a *prima facie* case of false origin, a plaintiff must show that: (1) the defendant used a false designation of origin or false description or representation in connection with goods or services; (2) the defendant caused such goods or services to enter into interstate commerce; and, (3) the plaintiff believes that he is likely to be damaged as a result. *Web Printing*, 906 F.2d at 1204.

shown, moreover, the Defendants and Deckers have a concurrent manner of using internet commerce to advertise and sell their products. Based on the similarity of the products at issue, the apparent intent of the Defendants, and the strong potential for confusion, the Court finds Deckers is likely to demonstrate the third factor for a *prima facie* case of trademark infringement and the false designation of origin.<sup>3</sup>

The Court also finds that Deckers is likely to suffer irreparable harm if an injunction is not issued, and that no adequate remedy at law exists. Irreparable harm is ordinarily presumed in trademark infringement cases. *Eli Lilly*, 233 F.3d at 469; *RWT Corp. v. Wonderware Corp.*, 931 F. Supp. 583, 592 (N.D. Ill. 1996). As the Seventh Circuit has stated, the willingness to find irreparable harm in trademark claims recognizes that the "most corrosive and irreparable harm attributable to trademark defendants is the inability of the victim to control the nature and quality of the defendants' goods. Even if the infringer's products are of high quality, the plaintiff can properly insist that its reputation should not be imperiled by the acts of another." *Int'l Kennel Club of Chicago, Inc. v. Mighty Star, Inc.*, 846 F.2d 1079, 1092 (7th Cir. 1988).

In this case, Deckers has presented evidence of extensive investments made in developing and promoting UGG footwear as a premium brand, including substantial amounts of money, celebrity endorsements, and the development of worldwide brand recognition. The

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<sup>3</sup> In light of this finding, the Court does not undertake a complete analysis of Deckers' claim under the Anticybersquatting Consumer Protection Act ("ACPA"). That statute makes a defendant liable to the owner of a protected mark if the offending party has a bad faith intent to profit from using the mark and registers or uses a domain name that (assuming the mark is "famous," as UGG's is in this case) is identical or confusingly similar to the mark at the time the domain name is registered or used. 15 U.S.C. § 1125(d); *Land's End, Inc. v. Remy*, 447 F. Supp.2d 941, 947 (W.D. Wis. 2006). The Court's review of the exhibits and arguments presented by Deckers persuades it that Deckers is very likely to prevail on its ACPA claim.

threat to Deckers' sales and brand recognition is real. Since 2008, Deckers has identified 15,000 interactive websites, including those of the Defendants here, that offer counterfeit UGG products for sale. The Court finds that such dilution of the UGG brand creates a risk for Deckers to lose "years of nurturing its business." *Ty, Inc. v. Jones Group, Inc.*, 237 F.3d 891, 903 (7th Cir. 2001).

For these reasons, the balance of harm weighs in favor of granting Deckers' request for a preliminary injunction. Courts apply a "sliding scale" to such an analysis. "That is, the more likely the plaintiff's chance of success on the merits, the less the balance of harms need weigh in its favor." *Promatek Inds., Ltd. v. Equitrac Corp.*, 300 F.3d 808, 811 (7th Cir. 2002). The strong likelihood that Deckers will prevail in showing that its UGG trademark has been infringed suggests that Defendants have little chance of demonstrating harm to themselves, as they have a proportionately small chance of showing that they have any right to sell or market UGG footwear. Indeed, where an infringing defendant has no right to a mark, it can suffer no legitimate hardship by being forced to give up what it has used without authorization by the mark's proper holder. *Gaffigan v. Does 1-10*, 689 F. Supp.2d 1332, 1341 (S.D. Fla. 2010).

Moreover, ensuring that counterfeit products are not offered for sale promotes the public interest. The public interest factor in an injunction analysis takes into consideration "the effect that granting or denying the injunction will have on the nonparties." *Meridian Mut. Ins. Co. v. Meridian Ins. Group, Inc.*, 128 F.3d 1111, 1121 (7th Cir. 1997). It is clearly in the public interest to prevent counterfeit goods from being sold as products authorized by the holder of a mark. *See Re/Max North Central, Inc. v. Cook*, 272 F.3d 424, 433 (7th Cir. 2001) (stating that "the public . . . has an interest in knowing with whom they do business"); *United States Jaycees*

*v. Philadelphia Jaycees*, 639 F.2d 134, 142 (3d Cir. 1981) ("Protection of infringers is not a purpose of the Lanham Act. On the contrary, the Act's objective is the protection of the trademark and the public.").

For these reasons, the Court finds that Deckers' request for a preliminary injunction should be granted. However, Deckers' motion also asks the Court to release the \$150,000 security bond it deposited in conjunction with the TRO. Federal Rule of Civil Procedure 65(c) states that a court may issue a TRO or a preliminary injunction only if security is posted, and the Seventh Circuit has generally required such security. *See Cronin v. U.S. Dep't of Agriculture*, 919 F.2d 439, 445 (7th Cir. 1990) (stating that Rule 65(c) "makes such security mandatory"). Deckers argues that it is a secure and profitable company that will enable it to pay any damages that Defendants may recover from it. That may be the case, but profitability alone is not a substitute for a security bond, and Rule 65(c) does not premise the requirement of such a bond on the size or income of a party. Given that \$150,000 is hardly a financial strain for Deckers, which informs the Court that its sales in 2011 is projected to exceed \$1 billion, the motion for preliminary injunction should be denied on the bond issue.

## **II. Conclusion**

For the foregoing reasons, the Court hereby recommends that Decker's motion for preliminary injunction be granted in part and denied. The Court further recommends that a preliminary injunction be issued in accordance with the terms set forth in the attached Exhibit A.

  
MARTIN C. ASHMAN



**Dated:** December 14, 2011.

United States Magistrate Judge

Written objections to any finding of fact, conclusion of law, or the recommendation for disposition of this matter must be filed with the Honorable Ronald A. Guzman within fourteen (14) days after service of this Report and Recommendation. *See* Fed. R. Civ. P. 72(b). Failure to object will constitute a waiver of objections on appeal.

## EXHIBIT A

This action having been commenced by Plaintiff Deckers Outdoor Corporation (“Deckers”) against Defendants identified in the First Amended Complaint and Schedule “A” attached hereto and using at least the domain names identified in Schedule A attached hereto (the “Defendant Domain Names”);

This Court having entered upon a showing by Deckers, a Temporary Restraining Order, Domain Name Transfer Order, Asset Restraining Order, Expedited Discovery Order and Order to allow Notice by Electronic Mail and Electronic Publication (the “TRO”) against Defendants, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for a Preliminary Injunction in its entirety and orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, confederates, and all person acting for, with, by, through, under or in active concert with them be preliminary enjoined and restrained from:
  - a. using Deckers’ UGG Trademark or any reproductions, counterfeit copy or colorable imitation thereof in any manner in connection with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Deckers’ UGG branded product or not authorized by Deckers to be sold in connection with Deckers’ UGG Trademark;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine UGG branded product or any other product produced by Deckers, that are not Deckers’ or not produced under the authorization, control or supervision of Deckers and approved by Deckers for sale under Deckers’ UGG Trademark;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Deckers, or sponsored or approved by, or connected with Deckers;
  - d. further infringing Deckers' UGG Trademark and damaging Deckers' goodwill;
  - e. otherwise competing unfairly with Deckers in any manner;
  - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Deckers, nor authorized by Deckers to be sold or offered for sale, and which bear any Deckers' UGG Trademark or any reproductions, counterfeit copy or colorable imitation thereof;
  - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Domain Names or any other domain name that is being used to sell counterfeit UGG products; and
  - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Deckers' UGG branded product or not authorized by Deckers to be sold in connection with Deckers' UGG Trademark.
2. The domain name registries for the Defendant Domain Names, namely VeriSign, Inc., Neustar, Inc., Afiliast Limited and the Public Interest Registry, within ten (10) business days of receipt of this Order, shall change the registrar of record for the Defendant Domain Names to MarkMonitor or a registrar of Deckers' selection until further order by this Court, and that the

domain name registrars take any steps necessary to transfer the Defendant Domain Names to MarkMonitor or a registrar of Deckers' selection until further order by this Court.

3. Those in privity with Defendants and those with notice of the injunction, including any Internet search engines, web hosts, domain-name registrars and domain name registries that are provided with notice of the injunction, cease facilitating access to any and all websites through which Defendants engage in the sale of counterfeit and infringing goods using the UGG Trademark.

4. Discovery herein may by Deckers may continue by providing actual notice, pursuant to subpoena, e-mail or otherwise, of this Order to any of the following:

- a. Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them;
- b. any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), which receive payments or hold assets on Defendants' behalf; or
- c. any third party service providers, including without limitation the online B2B selling platforms, Internet service providers, backend service providers, web designers, sponsored search engine or ad-word providers, shippers, domain name registrars and domain name registries who have provided services for Defendants.

5. Any third party providing services in connection with any Defendants, Defendants websites at the Defendant Domain Names or other websites operated by Defendants including without limitation, Internet Service Providers ("ISP"), back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers including PayPal, third party

processors and other payment processing services, shippers, domain name registrars and domain name registries (collectively “Third Party Providers”) shall within five (5) business days after receipt of such notice, provide to Deckers copies of all documents and records in such person or entity’s possession or control relating to:

- a. The identities and addresses of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them and the locations and identities of Defendants’ operations, including without limitation, identifying information associated with Defendants’ Websites, Defendant Domain Names and financial accounts;
  - b. Defendants’ websites;
  - c. The Defendant Domain Names or any domain name registered by Defendants; and
  - d. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, Western Union, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA).
6. That in accordance with 15 U.S.C. § 1116(a) and this Court’s inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, Defendants and their officers, servants, employees and agents and any persons in active concert or participation with them, and any banks, savings and loan associations, payment processors or other financial

institutions, including without limitation PayPal, or other merchant account providers, payment providers, or third party processors for any Defendant, any of Defendants' operations, Defendants' websites or for any other website owned or controlled by Defendants, who receive actual notice of this Order, shall immediately locate all accounts connected to Defendants or Defendants' websites and that such accounts be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets, without prior approval of the Court, except as to a Defendant that files with the Court and serves upon Deckers' counsel within two (2) business days' of written notice to the Court and Deckers' counsel, may, upon proper showing of uncontradicted documentary proof accepted by this Court that particular assets are not proceeds of Defendants' counterfeiting activities, appear and move for the dissolution or modification of the provisions of this Order concerning the restriction upon transfer of Defendants' assets.

7. All sealed documents are now unsealed.

1.14

## Amended Schedule A

### Defendants

No.	Name	Registrant Email
1	LIYANGHUA	112252347@qq.com
2	LIN FENG	1171985918@qq.com
3	MAURICE ADAMS	12321sdf@hotmail.com
4	MARK WENG	1243387293@qq.com
5	ELLA	1251781146@qq.com
6	WU JIGU	1350313761@qq.com
7	CHENYU	1520656065@qq.com
8	WANG XIAOBIN	1747107515@pp.com
9	TIAN SHEN	1846720060@qq.com
10	ROADMANONE COPMANY	191769606@qq.com
11	CHENZHEN	1986742848@qq.com
12	AKJHDKJAD	213123@qq.com
13	KAHDKAD	2312313@qq.com
14	HUFAN	2475444@163.com
15	ZHUANG6 ZHUANG600	277719559@qq.com
16	ZHUANG NIANGXIANG	281047704@qq.com
17	LI DAO HONG	281420241@qq.com
18	LINHUANG	329503543@qq.com
19	ADFA DS	34523523345234@qq.com
20	SDFWE	502664277@qq.com
21	GUCAIWEN	505135968@qq.com
22	CHENWENHONG	544182229@qq.com
23	MING LIU	82328285@qq.com
24	HUAEASY TRADE CO., LTD	873530290@qq.com
25	Cheng Zhao	8d54304c9bf544fc82ce8c4d5cf1b48c.protect@whoisguard.com
26	TRADE CO., LTD	agent20498@agent.dns.com.cn
27	CHRIS JOHNSON	aldladkla@aol.com
28	CHRISTIANN BRIGANTI	chrisenomhost@hotmail.com
29	LILINLIN	cl1023@163.com
30	GEORGE MELCHERS	cwpman@gmail.com

31	EDWINA MORSE	dfsdfdsf@hotmail.com
32	DON HERRING	Donenomhost@hotmail.com
33	US880	dreaming987@163.com
34	KSENIA GONCHAR	efashio2000@gmail.com
35	KSENIA GONCHAR	efashion2000@gmail.com
36	BARBARA EVANS	evanshost@hotmail.com
37	DAVID DFD	fu68@vip.163.com
38	WANGYANG TRADE	gainsem@foxmail.com
39	ANTHONY GIVENS	Givenshost@hotmail.com
40	MIAO REN	gudngmiaoren@aol.com
41	ABBIE WONG	herooftheworld@163.com
42	CHARLES HIGDON	Higdonhost@hotmail.com
43	RICHIE	hongen025@hotmail.com
44	RICHIE	hongen026@hotmail.com
45	TENG XIAOLING	huangmeiq@yahoo.com
46	STEVEN CHEUNG	huize8888@hotmail.com
47	ZHANG YAN	huize8888@sina.com
48	BOKE TECH INFORM	it6848@hotmail.com
49	JASON NORMAN	lasonhost@hotmail.com
50	LIN GAOXIANG	jerry19891011@qq.com
51	JESSIE ROSENDORF	JessieRosendorf@hotmail.com
52	SHEN JIA	jiefang@yeah.net
53	LI LI	kdow933sw@yahoo.com
54	PAN SI	kf@joz.cn
55	MEI LI	kingmacoseo@hotmail.com
56	HUANG XIONG FEI	laobie520@gmail.com
57	XIAO LING	leo860816@hotmail.com
58	LIN ZHI YUAN	lin@b21c.com
59	LIUMINGMING	liumingming003@163.com
60	XU TIANXIANG	ltmj2000@163.com
61	CHUNSHENG LUO	luochsh@gmail.com
62	LINZONGJIN	ljz2009nike@hotmail.com
63	MARTIN SALGADO	Martinhost@hotmail.com
64	MATTHEW LANCASTER	matthewhost@hotmail.com
65	CAO FEI	molou2011@foxmail.com
66	MOLOUHUDONG	molouhudong@foxmail.com
67	XIE JIN	monsterbeats-by-dre@monsterbeats-by-dre.net
68	TIAN SHEN	my.domain@foxmail.com
69	13285097605	myselfshoes@hotmail.com
70	LISHENGWEI	nexbag@hotmail.com



71	BREAK HAM	paycenters@yahoo.com
72	ZHUOQIANGQIANG	qqzhuosai@163.com
73	ROBIN LIN	robinlin78987@163.com
74	BARCLAY DOMETT	sdfdsewfsd@hotmail.com
75	DEXTER READING	sdfsdfesd@hotmail.com
76	POLLY CRICK	sdfsdfds@hotmail.com
77	ANTHONY MONTGOMERY	sdfsdfdsfsd@hotmail.com
78	HERBERT CUMBERLAND	sdfsdfesdf@hotmail.com
79	EVELINE GREENOUGH	sdfsdfdsfsd@hotmail.com
80	HCNEW ONE	seowhy100@163.com
81	REN HE	service@warmwintershoes.com
82	ZHU LI	shibushiabushia@126.com
83	CAIYAN	sichuanwt@163.com
84	SPORTSSHOES SPORTSSHOES	sportsshoeschina@hotmail.com
85	EMMA ANIME	trade8844@aol.com
86	KOBE WOO	trade8844@gmail.com
87	FIONA OFFER	tradeec@ymail.com
88	FANG TAO PING	uewfn@yahoo.com.cn
89	CHENHONGDONG	uggvo@hotmail.com
90	ADRIANCHUA	water5400@gmail.com
91	ZHANG MENG	webmaster@oot.cn
92	XU XIAN	webmaster@uggscozyboots.com
93	WHOARE I	wo-gan-ni-mama@fuck.com
94	ZHANG JING	wpfibwb02@163.com
95	GAOXIONG LIN	xhcliu@hotmail.com
96	SACLOUISVUITTON	xm9292@hotmail.com
97	SONGJUN	yiyoun@gmail.com
98	ZHANG YONGCHENG	yongcheng@live.com
99	ZHANGLIFORWARD	zhangliforward@126.com
100	ONEPIECE	zsfox@foxmail.com
101	JIANSAN CHEN	ztsfrozenmage@gmail.com

Defendant Domain Names		
Domain Name	Defendant / Registrant Name	Registrant Email
buttonbaileyuggboots.com	liyanghua	112252347@qq.com
		112252347@qq.com
cuffsheepuggskinboots.com	liyanghua	
lk-trade.com	lktrade	112252347@qq.com
uggamberleeboots.com	liyanghua	112252347@qq.com
uggannisaboots.com	liyanghua	112252347@qq.com
uggbootseu.com	liyanghua	112252347@qq.com
uggfactoryclearance.com	liyanghua	112252347@qq.com
uggonlineclearance.com	liyanghua	112252347@qq.com
uggonlineoutlets.com	liyanghua	112252347@qq.com
uggsalesfr.com	liyanghua	112252347@qq.com
uggs-australia-stores.com	liyanghua	112252347@qq.com
uggs-boots-shopss.com	liyanghua	112252347@qq.com
uggs-boot-stores.com	liyanghua	112252347@qq.com
uggs-online-shops.com	liyanghua	112252347@qq.com
uggs-online-stores.com	liyanghua	112252347@qq.com
ugg-uk-online.com	liyanghua	112252347@qq.com
kenlyuggboots.com	liyanghua	112252347@qq.com
uggonlineusa.com	liyanghua	112252347@qq.com
greenfielduggboots.com	liyanghua	112252347@qq.com
minibootsugg.com	liyanghua	112252347@qq.com
austinbootsugg.com	liyanghua	112252347@qq.com
baileybuttonbootsugg.com	liyanghua	112252347@qq.com
bellvueiiboots.com	liyanghua	112252347@qq.com
channinguggboots.com	liyanghua	112252347@qq.com
classicshortbootsugg.com	liyanghua	112252347@qq.com
uggs-boot-online.org	liyanghua	112252347@qq.com
ukugg.org	liyanghua	112252347@qq.com
uggcardybootscheap.com	lin feng	1171985918@qq.com
uggsoutletonlinesale.com	lin feng	1171985918@qq.com
ugg-bootscheap-uk.com	liu ying	1171985918@qq.com
uggboots-saleuk-cheap.com	liu ying	1171985918@qq.com
ugg-outletstore-online.com	liu ying	1171985918@qq.com
uggs-outlet4stores.com	liu ying	1171985918@qq.com
uggsoutletstores1.com	liu ying	1171985918@qq.com
australia-uggboots-outlet.com	lin lan	1171985918@qq.com

ugg-bootsuksale.com	lin lan	1171985918@qq.com
ugg-outlet4stores.com	lin lan	1171985918@qq.com
uggs-outletonlines.com	lin lan	1171985918@qq.com
ugg-canada-outlet.net	lin lan	1171985918@qq.com
cheap-uggaustralian.com	lin feng	1171985918@qq.com
cheap-uggoutlet-online.com	lin feng	1171985918@qq.com
genuineugg-boots-sale.com	lin feng	1171985918@qq.com
genuine-uggboots-uk.com	lin feng	1171985918@qq.com
goedkope-uggs-4kopen.com	lin feng	1171985918@qq.com
ugg4sale-uk.com	lin feng	1171985918@qq.com
uggaustralia-4saleuk.com	lin feng	1171985918@qq.com
uggaustralia-italia.com	lin feng	1171985918@qq.com
uggaustralia-sydney.com	lin feng	1171985918@qq.com
ugg-pas-4cher.com	lin feng	1171985918@qq.com
uggs-online-4bestellen.com	lin feng	1171985918@qq.com
stivaliugg-it.net	lin feng	1171985918@qq.com
uggbootssale-store.net	lin feng	1171985918@qq.com
uggs-uk-onsale.net	lin feng	1171985918@qq.com
cheapuggbootsonlines.net	lin feng	1171985918@qq.com
uggsonsale4usa.org	lin feng	1171985918@qq.com
newbootsstore.com	lin feng	1171985918@qq.com
cheapboots-saleuk.net	lin feng	1171985918@qq.com
cheapbootsstores.net	lin feng	1171985918@qq.com
uggs-outletonlines.net	lin feng	1171985918@qq.com
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cheapuggbootsproshop.com	Mark Weng	1243387293@qq.com
wintercheapuggboots.com	Mark Weng	1243387293@qq.com
cheapyuggboots.com	Mark Weng	1243387293@qq.com
cozyuggbootscheap.com	Mark Weng	1243387293@qq.com
salecheapuggboots.com	Mark Weng	1243387293@qq.com
cheapuggaustraliamall.com	MARK Weng	1243387293@qq.com
5815uggbootscheap.com	Mark Weng	1243387293@qq.com
5825uggbootscheap.com	Mark Weng	1243387293@qq.com
auchapuggboots.com	Mark Weng	1243387293@qq.com
authorieduggboots.com	Mark Weng	1243387293@qq.com
cheap5815uggs.com	Mark Weng	1243387293@qq.com
classicuggcheaponline.com	Mark Weng	1243387293@qq.com
classicuggscheapsite.com	Mark Weng	1243387293@qq.com
classicuggsproshop.com	Mark Weng	1243387293@qq.com
hotuggbootscheap.com	Mark Weng	1243387293@qq.com

legaluggboots.com	Mark Weng	1243387293@qq.com
newuggcheapboots.com	Mark Weng	1243387293@qq.com
officialcheapuggs.com	Mark Weng	1243387293@qq.com
onlineuggbootscheap.com	Mark Weng	1243387293@qq.com
saleuggscheap.com	Mark Weng	1243387293@qq.com
shopclassicuggs.com	Mark Weng	1243387293@qq.com
styleuggscheap.com	Mark Weng	1243387293@qq.com
uggbootscheapaustralia.com	Mark Weng	1243387293@qq.com
uggbootscheapco.com	Mark Weng	1243387293@qq.com
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	Mark Weng	1243387293@qq.com
uggcheapbootssite.com	Mark Weng	1243387293@qq.com
uggsaustraliacheap.com	Mark Weng	1243387293@qq.com
authenticcheapuggs.com	Mark Weng	1243387293@qq.com
cheapuggsclassicboots.com	Mark Weng	1243387293@qq.com
uggsaustraliasite.com	Mark Weng	1243387293@qq.com
uggbootscheaponline.net	Mark Weng	1243387293@qq.com
uggbootscheapshop.net	Mark Weng	1243387293@qq.com
cheapuggbootsshop.us	MARK Weng	1243387293@qq.com
fashion-leader-ugg.info		
	ella	1251781146@qq.com
uggs4outlets-stores.net	yaoyuyan	1251781146@qq.com
uggsoutlet-4store.org	yaoyuyan	1251781146@qq.com
uggboots-irelandonline.com	tanghongyan	1251781146@qq.com
genuineuggbootsuk-sale.com	chenyu	1251781146@qq.com
uggbootsirelandonline.com	chenyu	1251781146@qq.com
genuine-uggbootsuksale.com	tanghongyan	1251781146@qq.com
ugg-bootsoutletstores.net	tanghongyan	1251781146@qq.com
beloved-ugg.info	ella	1251781146@qq.com
charminguggdiary.info	ella	1251781146@qq.com
ugg-boots-princess.info	ella	1251781146@qq.com
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genuine-uggbootsuk1.com	chenwenhong	1251781146@qq.com
uggs-outlet4-store.com	chenwenhong	1251781146@qq.com
uggbootsonsale2u.com	chenwenhong	1251781146@qq.com
ugg-australia4outlet.net	chenwenhong	1251781146@qq.com
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uggboots-clearance-outlet.net	chenwenhong	1251781146@qq.com
uggsoutlets-4stores.org	chenwenhong	1251781146@qq.com
uggbootssoutletstores.us	ellaella ellaella	1251781146@qq.com
uggsoutlet1.us	ellaella ellaella	1251781146@qq.com
bootsoutletcheap.com	wu ruanming	1350313761@qq.com
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cheapbootssstores.com	wu kongnuo	1350313761@qq.com
uggbootssaleclearances.com	zhang xiaocheng	1350313761@qq.com
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classicbootssale.net	mu junjie	1350313761@qq.com
uggbootscheaps.net		
	mu wanshu	1350313761@qq.com
1uggoutlet-store.com	chenyu	1520656065@qq.com
cheap-ugg-boots1.com	chenyu	1520656065@qq.com
goedkope-uggss-kopen.net	chenyu	1520656065@qq.com
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bootsinuk.net	chenyu	1520656065@qq.com
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uggsoutlet4-store.net	chenyu	1520656065@qq.com
genuineuggboots1.net	chenyu	1520656065@qq.com
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ugg-australia-sale-4uk.net	chenyu	1520656065@qq.com
discountugg-boots1.net	chenyu	1520656065@qq.com
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uggs4outlet-mall.org	chenyu	1520656065@qq.com
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	chenyu	1520656065@qq.com
ugg-australia-4outlet.org	chenyu	1520656065@qq.com
uggs-4canada-online.org	chenyu	1520656065@qq.com
cheapuggs-on-sale.com	Wang Xiaobin	1747107515@pp.com
cheapuggs-sale-uk.com	Wang Xiaobin	1747107515@pp.com
cheapuggsukouetlet.com	Wang Xiaobin	1747107515@pp.com
kids-uggs-sale.com	Wang Xiaobin	1747107515@pp.com
niceuggboots-stores.com	Wang Xiaobin	1747107515@pp.com
uggbootsonline-store.com	Wang Xiaobin	1747107515@pp.com
ugggloves-sale-uk.com	Wang Xiaobin	1747107515@pp.com

wholesalechinauggboots.com	Wang Xiaobin	1747107515@pp.com
cheap-uggs-outletstores.com	huang rong	1747107515@pp.com
black-uggs-sale.com	huang rong	1747107515@pp.com
uggsoutletstorecheap.com	Tian Shen	1846720060@qq.com
uggbootsoverstock.net	Tian Shen	1846720060@qq.com
cheapuggbootsoverstock.com	Tian Shen	1846720060@qq.com
uggbootsstore2u.com	Tian Shen	1846720060@qq.com
cheapestuggbootsstore.com	Tian Shen	1846720060@qq.com
uggoutletstore2u.com	Tian Shen	1846720060@qq.com
uggbootsstore4u.com	Tian Shen	1846720060@qq.com
uggbootsoverstockstore.com	Tian Shen	1846720060@qq.com
uggbootsclassicstore.com	Tian Shen	1846720060@qq.com
fashionuggsstore.com	Tian Shen	1846720060@qq.com
storesaleuggs.com	Tian Shen	1846720060@qq.com
uggsbootscheapoutlet.com	Tian Shen	1846720060@qq.com
uggsbootsstoresale.com	Tian Shen	1846720060@qq.com
uggsclearancecheapstore.com	Tian Shen	1846720060@qq.com
uggsoutletsalestore.com	Tian Shen	1846720060@qq.com
uggsoutletstoreforkids.com	Tian Shen	1846720060@qq.com
uggstoreforkids.com	Tian Shen	1846720060@qq.com
classicuggsclearance.com		
	Tian Shen	1846720060@qq.com
cheapbootsforfamily.com	Tian Shen	1846720060@qq.com
outletstoreclearance.com		
	Tian Shen	1846720060@qq.com
bootsuggsclearance.com	Tian Shen	1846720060@qq.com
greenbootsstore.com		
	Tian Shen	1846720060@qq.com
girlsbootsoutletstores.com		
	Tian Shen	1846720060@qq.com
kidsuggsoutletstore.com	Tian Shen	1846720060@qq.com
outletstoreforyou.com	Tian Shen	1846720060@qq.com
snowbootsstoreau.com		
	Tian Shen	1846720060@qq.com



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	Tian Shen	1846720060@qq.com
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cheapsetbootsstore.com	Tian Shen	1846720060@qq.com
cheapuggsoutletstore.net	Tian Shen	1846720060@qq.com
uggsclearanceoutlets.net	Tian Shen	1846720060@qq.com
uggsalecheap.info	roadmanone copmany	191769606@qq.com
uggshopbest.info	roadmanone copmany	191769606@qq.com
uggbusiness.info	roadmanone copmany	191769606@qq.com
uggmarket.info	roadmanone copmany	191769606@qq.com
ugg-women.info	roadmanone copmany	191769606@qq.com
uggshoessale.info	roadmanone copmany	191769606@qq.com
uggsnowbootsshop.com	roadmanone copmany	191769606@qq.com
uggwomens.com	roadmanone copmany	191769606@qq.com
uggusaonline.com	roadmanone copmany	191769606@qq.com
uggaustraliatoday.com	roadmanone copmany	191769606@qq.com
uggbootts.com	roadmanone copmany	191769606@qq.com
uggsaustraliaonlinestore.com	Beth Conway	191769606@qq.com
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uggsoutletla.com	chenzhen	1986742848@qq.com
uggoutletsonline.com	zhangyu	1986742848@qq.com
best-uggs-outlet.com	gujin	1986742848@qq.com
myuggbootsoutlet.com	jiangtang	1986742848@qq.com
uggbootsoutletab.com	wujinjin	1986742848@qq.com
ugg-sale-online.com	yecuidan	1986742848@qq.com
uggsforsale-cheap.com	liliyi	1986742848@qq.com
chocolate-ugg-boots.com	luhongzhan	1986742848@qq.com
winterbootsforsale.com	luhan	1986742848@qq.com
baileybutton-uggs.com	jiangyuyang	1986742848@qq.com
uggonlineshop.com	lidchongle	1986742848@qq.com
realuggs4cheap.com	zhangxinjie	1986742848@qq.com
ugg-boots-clearances.com	zhaobao	1986742848@qq.com
uggbootsoutletstore.com	moyunyan	1986742848@qq.com
baileybutton-ugg-boots.com	huceqian	1986742848@qq.com
uggbootsoutlet2u.net	zhoujinjie	1986742848@qq.com
ugg-snowboots.net	huchangcha	1986742848@qq.com
uggsonsale-online.net	denyihan	1986742848@qq.com
uggsonsale-usa.net	anruojia	1986742848@qq.com
boots-outlet-stores.net	linpiao	1986742848@qq.com

uggs4sale.net	zhangying	1986742848@qq.com
uggoutletonlines.net	fengbingbing	1986742848@qq.com
uggboots-for-sale.net	zhenjiaxuan	1986742848@qq.com
uggsalesonline.net	fengjiawei	1986742848@qq.com
uggs-onsalecheap.net	wangjiesu	1986742848@qq.com
uggs-winter-boots.net	yuyihe	1986742848@qq.com
womens-snowboots.net	zhuziming	1986742848@qq.com
ugg-australia-sale.net	caibaihuai	1986742848@qq.com
cheapuggs-onsale.net	yuanchengcheng	1986742848@qq.com
ugg-sale-store.net	xingqian	1986742848@qq.com
uggboots-forcheap.net	tanhuarui	1986742848@qq.com
ugg-boot-outlet.net	zhangchenzhuo	1986742848@qq.com
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ugg-outlet-stores.org	xiexiangfei	1986742848@qq.com
uggboots-usa.org	xuguiming	1986742848@qq.com
uggs-onclearance.org	biju	1986742848@qq.com
blackuggbootssale.org	linxue	1986742848@qq.com
uggsclearances.org	jiminmin	1986742848@qq.com
uggbootssale-cheap.org	fupenglong	1986742848@qq.com
ugg-boots-cheap.org	lijinda	1986742848@qq.com
uggsaleuk.org	fanzhaolong	1986742848@qq.com
cheapuggboots-online.org	zhongpinghai	1986742848@qq.com
cheap-uggsonline.org	lizhengqin	1986742848@qq.com
sale-uggboots.org	chenbingqing	1986742848@qq.com
mauggbootsp.com	akjhdkjad	213123@qq.com
nsuggsbootb.com	ikahdkad	2312313@qq.com
uggs-australia-uk.com	hufan	2475444@163.com
cheapuggsonsaleuk.com	guochunhua	2475444@163.com
goedkopeuggs-kopen.com	guochunhua	2475444@163.com
ugg-australia-real.com	hufei	2475444@163.com
ugg-boots-uk-store.com	hufan	2475444@163.com
uggboots-forcheap.com	hufan	2475444@163.com
uggclassic-cardy-boots.com	hufan	2475444@163.com
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uggbootsoutletonline.net	guowei	2475444@163.com
uggbootsaustralia-uk.net	huxin	2475444@163.com
genuine-ugg-boots-uk.net	hujun	2475444@163.com
uggoutletstoreonline.net	huxin	2475444@163.com
cheap-uggsonline.net	hudandan	2475444@163.com
uggsaustralia-nl.net	guochunhua	2475444@163.com
discountuggbootsstore.net	hufei	2475444@163.com
uggs-canada-online.net	hudandan	2475444@163.com
cheap-uggbootsonsale.net	hujinping	2475444@163.com
uggbootssale-online.org	qiqihaerjinsiweiyouxia ngongsi	2475444@163.com
clearance-ugg-boots.org	qiqihaerjinsiweiyouxia ngongsi	2475444@163.com
uggs-clearance-sale.org	qiqihaerjinsiweiyouxia ngongsi	2475444@163.com
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uggstore-uk.org	qiqihaerjinsiweiyouxia ngongsi	2475444@163.com
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uggpascherfrance.com	zhuang7 zhuang700	277719559@qq.com
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goedkopeuggs australia.org	zhuang11 zhuang110	277719559@qq.com
uggdk.org	zhuang6 zhuang600	277719559@qq.com
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ugguggstore-uk.com	Ye XiaoQin	281047704@qq.com
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uggbootsonsalemall.com	Li Chong	281047704@qq.com
uggoutlet-uggoutlet.com	Wu LiKun	281047704@qq.com
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ukuggsale.net	wang haiyang	281047704@qq.com
cheapugggoutletonline.net	ruan kaihong	281047704@qq.com
cheapuggbootsukonline.net	chai fengyin	281047704@qq.com
uggbootsclearance-uk.net	Deng Wei	281047704@qq.com
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australianugg-boots.org	xie feidao	281047704@qq.com
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uggbootssale-de.org	Al YanKai	281047704@qq.com
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uggglovesearmuffs.com	linhuang	329503543@qq.com
uggbaileybootsuks.com	zhang hong	329503543@qq.com
stivaliuggshop-it.com	gianfranco lovisa	329503543@qq.com
uggofficial.cc	adfa ds	34523523345234@qq.com
cheapboots2you.com	sdfwe	502664277@qq.com
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uggbootssaleuk-stores.com	chenyu	544182229@qq.com
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womenuggsforsale.net		
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ugg-australiauk.com	Shen Jia	jiefang@yeah.net
uggboots-sales.com	Shen Jia	jiefang@yeah.net
uggsaustraliauk.com	Shen Jia	jiefang@yeah.net
jumbo-ugg.com	Shen Jia	jiefang@yeah.net
sheepskinbootsaustralian.com	Shen Jia	jiefang@yeah.net
uggaustraliauk.biz	Shen Jia	jiefang@yeah.net
uggssale.biz	Shen Jia	jiefang@yeah.net
uggs-uk.biz	Shen Jia	jiefang@yeah.net
uggboots-uk.biz	Shen Jia	jiefang@yeah.net
uggsaustralia.biz	Shen Jia	jiefang@yeah.net
uggmove.com	li li	kdow933sw@yahoo.com
uggbotasloja.com	shanghaisanxin.cn	kf@joz.cn
viewuggs.com	Shunfeng,LTD	kf@joz.cn
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uggbotasvendaonline.com	wangli	kf@joz.cn
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onlineuggstiefel.com	sheling	kf@joz.cn
kopenuggslaarzen.com	you juan	kf@joz.cn
scontouggstivale.com	ding shijun	kf@joz.cn
uggboosal.com	jiang hancheng	kf@joz.cn
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uggstiefelverkaufen.com	yi heng	kf@joz.cn
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shopuggsbootonline.com	shanghaisanxin.cn	kf@joz.cn
uggbottesenligne.com	hong xing	kf@joz.cn
cheapbootsonlineshop.com	shanghaisanxin.cn	kf@joz.cn
shopuggsonline.com	cheng ziyang	kf@joz.cn
billiguggstiefelonline.com	zhang xiao	kf@joz.cn
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scontouggtivali.com	sheling	kf@joz.cn
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orderuggs.net	zhang bing	kf@joz.cn
authenticuggoutlet.net	huang wei	kf@joz.cn
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uggclearance-shop.net	13285097605	myselfshoes@hotmail.com
nexbag.com	Lishengwei	nexbag@hotmail.com
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classicuggboots4u.org	Break Ham	paycenters@yahoo.com
uggtallboot.org	Break Ham	paycenters@yahoo.com
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uggofficialoutlets.com	robin lin	robinlin78987@163.com
saleuggbootscheap.net	Protected Domain Services - Customer ID: NCR-3493284	saleuggbootscheap.net@protecteddomainservic es.com
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genuineugg.org	hcug two	seowhy100@163.com
imitationuggboots.org	hcug two	seowhy100@163.com
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shortuggboots.org	hcug two	seowhy100@163.com
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

DECKERS OUTDOOR CORPORATION,	)	
	)	
	)	Case No. 1:12-cv-00377
Plaintiff,	)	
	)	
v.	)	<b>Honorable Ronald A. Guzman</b>
	)	
DOES 1-100 DOES 102-500,	)	<b>Magistrate Judge Sheila M.</b>
	)	<b>Finnegan</b>
	)	
Defendants.	)	
	)	
	)	
	)	

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**SEALED ORDER**

THIS CAUSE being before the Court on Plaintiff Deckers Outdoor Corporation's ("Deckers") *Ex Parte* Application for entry of a Temporary Restraining Order, Domain Name Transfer Order, Asset Restraining Order, Expedited Discovery Order and Order to allow Service by Electronic Mail and Electronic Publication (the "Ex Parte Application") against defendants identified in Schedule A, and attached hereto, by each unique domain name registration email address (the "Defendants") and using at least the domain names identified in Schedule A (the "Defendant Domain Names"), and this Court having heard the evidence before it hereby GRANTS Plaintiff's Ex Parte Application in its entirety and orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, confederates, and all person acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:

- a. using Deckers' UGG Trademark or any reproductions, counterfeit copy or colorable imitation thereof in any manner in connection with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Deckers' UGG branded product or not authorized by Deckers to be sold in connection with Deckers' UGG Trademark;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine UGG branded product or any other product produced by Deckers, that are not Deckers' or not produced under the authorization, control or supervision of Deckers and approved by Deckers for sale under Deckers' UGG Trademark;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Deckers, or sponsored or approved by, or connected with Deckers;
- d. further infringing Deckers' UGG Trademark and damaging Deckers' goodwill;
- e. otherwise competing unfairly with Deckers in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Deckers, nor authorized by Deckers to be sold or offered for sale, and which bear any Deckers' UGG Trademark or any reproductions, counterfeit copy or colorable imitation thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Domain Names or any other domain name that is being used to sell counterfeit UGG products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Deckers' UGG branded product or not authorized by Deckers to be sold in connection with Deckers' UGG Trademark.
- 2. The domain name registries for the Defendant Domain Names, namely VeriSign, Inc., Neustar, Inc., Afiliast Limited and the Public Interest Registry, within five (5) business days of receipt of this Order, shall change the registrar of record for the Defendant Domain Names to MarkMonitor or a registrar of Deckers' selection until further order by this Court, and that the domain name registrars take any steps necessary to transfer the Defendant Domain Names to MarkMonitor or a registrar of Deckers' selection until further order by this Court.
- 3. Those in privity with Defendants and those with notice of the injunction, including any Internet search engines, web hosts, domain-name registrars and domain name registries that are provided with notice of the injunction, cease facilitating access to any and all websites through which Defendants engage in the sale of counterfeit and infringing goods using the UGG Trademark.
- 4. Discovery herein may by Deckers may continue by providing actual notice, pursuant to subpoena, e-mail or otherwise, of this Order to any of the following:
  - a. Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them;
  - b. any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, or other merchant account

providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), which receive payments or hold assets on Defendants' behalf; or

- c. any third party service providers, including without limitation the online B2B selling platforms, Internet service providers, backend service providers, web designers, sponsored search engine or ad-word providers, shippers, domain name registrars and domain name registries who have provided services for Defendants.

- 5. Any third party providing services in connection with any Defendants, Defendants websites at the Defendant Domain Names or other websites operated by Defendants including without limitation, Internet Service Providers ("ISP"), back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers including PayPal, third party processors and other payment processing services, shippers, domain name registrars and domain name registries (collectively "Third Party Providers") shall within five (5) business days after receipt of such notice, provide to Deckers copies of all documents and records in such person or entity's possession or control relating to:

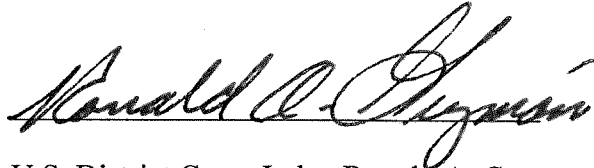
- a. The identities and addresses of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them and the locations and identities of Defendants' operations, including without limitation, identifying information associated with Defendants' Websites, Defendant Domain Names and financial accounts;
- b. Defendants' websites;
- c. The Defendant Domain Names or any domain name registered by Defendants; and

- d. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, Western Union, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA).
6. Defendants and any persons in active concert or participation with them shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further order from this Court.
7. Any banks, savings and loan associations, payment processors or other financial institutions, including without limitation PayPal, for any Defendant or any of Defendants' websites, shall immediately locate all accounts connected to Defendants or Defendants' websites and that such accounts shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further order from this Court.
8. Deckers may provide notice of these proceedings, including notice for any preliminary injunction hearing, to Defendants by electronic mail at the e-mail addresses identified in Schedule A to Deckers' Complaint and electronic publication at the Defendant Domain Names which are transferred to Deckers' control; such notice shall be made immediately upon Deckers' receiving notice that the Third Party Providers have fully complied with the requirements of this Order.



9. Schedule A and Exhibits 1 and 2 attached to the Declaration of Justin R. Gaudio shall remain sealed by the Court until further order by this Court.
10. Deckers shall deposit with the Court Ten Thousand dollars (\$10,000.00) as security, determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.
11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Deckers or on shorter notice as set by this Court.
12. This Temporary Restraining Order without notice is entered at 9:30 A.M. on January 27, 2012.

DATED January 27, 2012

A handwritten signature in black ink, appearing to read "Ronald A. Guzman", is written over a horizontal line.

U.S. District Court Judge Ronald A. Guzman